**Fotal Disability** means during the first 5 years of a period of total disability that, because of Sickness or Injury, you are:

- unable to perform the substantial and material duties of your occupation; and
- 2) you are not actually engaged in any other occupation.

After you have been totally disabled for a period of 5 years, you will be considered totally disabled if you are unable to perform he duties of any occupation for which you are qualified by aducation, training or experience, with due regard to your sarnings before disability started.

fou And Your means the Insured named in the Schedule.

Elimination Period means a number of days at the beginning of a Period of Total Disability during which no benefits will be paid under this policy. The Elimination Period is shown in the Schedule.

Maximum Benefit Period means the maximum time for which penefits will be paid for any one Period of Total Disability.

**Joctor** means any medical practitioner other than yourself hat is:

- duly licensed under applicable law; and
- acting within the scope of his license.

**Period of Disability** means a period of Total Disability which begins on the date you are first treated by a Doctor or cease employment, whichever is later, and ends on the last date you are treated by a Doctor or resume employment, whichever is earlier.

Military Service means service that is scheduled for or actually lasts for more than 60 days in a row in any army, navy, air force, marine corps, coast guard or any other military branch of any country or combination of countries.

**Sickness** means sickness or disease which is first manifested after the effective date of this policy and while this policy is in force.

**Injury** means bodily injury sustained in an accident which occurs while this policy is in force.

Monthly Benefit means the amount shown in the Schedule or 1/30 of such amount for each day of any Period of Total Disability that does not equal a whole month.

War means any act of war, whether declared or undeclared.

The Care of a Doctor means medically necessary care and treatment of the Sickness or Injury causing disability. Care is not required after it is medically determined that further medical care or treatment will not alleviate your disability.

### **BENEFIT PROVISIONS**



# Benefits for Total Disability Due to Injury

Injury results in continuous Total Disability, Jefferson-Pilot will ay the Monthly Benefit as shown in the Schedule for each north during a Period of such Total Disability which:

- ) begins while this policy is in force;
- is longer than the Elimination Period:
- begins not later than 90 days after the date of the accident in which the Injury is sustained;
- requires that you be under the Care of a Doctor; and
- does not exceed the Maximum Benefit Period for Injuffy shown in the Schedule.

owever, a Period of Total Disability due to Injury will be onsidered to result from Sickness with benefits payable as uch if the Period of Total Disability begins more than 90 days ter the date of the accident in which the Injury was sustained.

# Benefits for Total Disability Due to Sickness

If Sickness results in continuous Total Disability, Jefferson-Pilot will pay the Monthly Benefit as shown in the Schedule for each month of a period of such Total Disability which:

- begins while this policy is in force;
- (2) is longer than the Elimination Period;
- (3) requires that you be under the Care of a Doctor; and
- (4) does not exceed the Maximum Benefit Period for Sickness shown in the Schedule.

In no event will benefits be payable for both Injury and Sickness at the same time.

#### Increase in Benefits

After you have received benefits for Total Disability for 12 consecutive months, your Monthly Benefit will be increased during the continuance of that Period of Disability up to your

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65th birthday. The increase will be 3% of the Monthly Benefit shown in the Schedule for each successive 12 month Period of Total Disability after the first Period. The benefit payable will not be increased for the part of any Period of Total Disability beyond your 65th birthday.

The Monthly Benefit paid for each separate Period of Total Disability will be the amount of Monthly Benefit shown in the Schedule subject to increases for that Period as indicated above.

## **Recurring Disabilities**

You may have more than one Period of Total Disability. If a Period is due to the same or related causes and begins while this policy is in force, it will be considered a continuation of the prior Period unless:

- (1) a Monthly Benefit was not payable for the prior Period, or
- (2) the Periods are separated by at least 6 consecutive months throughout which you were employed full time in your regular occupation.

### Loss of Sight, Speech or Use of Two Members

If as a result of Injury or Sickness you suffer the total and irrecoverable loss of the sight of both eyes, speech, or use (by severance or otherwise) of both hands, feet, or one hand and one foot, (in a policy issued to a resident of South Carolina, loss of hands means the loss of four fingers entire) Jefferson-Pilot will:

- waive the Elimination Period and medical care requirement;
- (2) pay the applicable Monthly Benefit even though you may continue to be employed.

However, you may not receive benefits for such loss if you are eligible for benefits under any other provision of this policy.

## **Surgical Transplant**

You may become Totally Disabled from the transplant of part of your body to the body of another. Jefferson-Pilot will consider such Total Disability as resulting from Sickness if the transplant occurs:

- (1) while this policy is in force; and
- (2) at least 6 months after the Effective Date.

However, you will not receive benefits for Total Disability due to a transplant if you are eligible for benefits under any other provision of this policy.

### **Waiver of Premium**

If you become Totally Disabled for a continuous period of at least 3 months Jefferson-Pilot will:

- (1) waive premiums that come due during the disability; and
- (2) refund any payments made for premiums due during the disability.

Jefferson-Pilot will continue to waive premiums under this policy until you are no longer Totally Disabled or benefits are no longer payable, whichever is earlier. But no premium due on or after your 65th birthday will be waived or refunded.

While premiums are waived, this policy stays in force even though you do not pay premiums. Once premiums are no longer waived, this policy stays in force until the next premium due date. At that time premiums again become payable.

## LIMITATIONS AND EXCLUSIONS



There are some disorders that will be considered caused by Sickness instead of by Injury for the purpose of Total Disability. The following may entitle you to Total Disability due to Sickness and not Injury:

- (1) disease or medical or surgical treatment of a disease;
- (2) infection, other than an infection that causes pus to form and is caused by an accidental cut or wound; and
- (3) any kind of hernia, however caused.

This policy does not cover any loss caused by:

- (1) War;
- (2) self-inflicted Injury that is intentional;
- (3) any Injury or Sickness occurring while you are in the Military Service (other than active duty for training purposes only for less than 60 days);
- (4) normal pregnancy or resulting childbirth.